### Sweepstakes OFFICIAL RULES

# BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.

### WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

**1. SWEEPSTAKES PERIOD:** Association for Asian Studies (AAS) [the "Sponsor"] Student Free Conference Registration Lottery Sweepstakes (the "Sweepstakes") begins on **September 28, 2021** at 12:00 PM Eastern Daylight Time ("EDT") and ends on **November 30, 2021** at 12:00AM Eastern Daylight Time (the "Sweepstakes Period"). Sponsor's computer is the official clock for the Sweepstakes.

**2. ELIGIBILITY:** Employees of Sponsor and its affiliates, subsidiaries, divisions, fulfillment and advertising and promotion agencies ("Sweepstakes Entities") and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and those living in the same household of each such employee, whether or not related, are not eligible to enter or win. Sponsor reserves the right to disqualify participants who violate these Official Rules or interfere with this Sweepstakes in any manner.

# **3. HOW TO ENTER:**

# METHOD OF ENTRY:

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

One (1) entry to the sweepstakes is given when a graduate student (currently enrolled in a masters or doctoral program) completes the sweepstakes submission form (available at <u>https://asianstudies.wufoo.com/forms/aas2022-student-registration-lottery/</u> during the Sweepstakes Period.

<u>LIMITS</u>: One (1) entry per person. Entries generated by script, macro, robotic or by any other automatic or mechanical means are void. All entries become the property of Sponsor and will not be acknowledged or returned.

<u>ENTRANT DATA AND PRIVACY</u>: Submission of the registration form and prize notification documents ("Entrant Data") constitutes your consent for Sponsor to obtain, use, and transfer your name, address and other details for Sweepstakes administration purposes. It is the general policy of Sponsor not to share personally identifiable information with third parties.

### 4. PRIZES, PRIZE DRAWING, AND ODDS OF WINNING:

<u>PRIZE DRAWING</u>: Prize Drawing will be conducted by Sponsor. There will be ten (10) individual random Prize Drawings from all eligible entries. The prize drawings will take place on December 1, 2021 after 9:00 AM Eastern Daylight Time. Odds of winning depend on number of eligible entries received. The winners will be contacted by email, via the email addresses provided in the AAS database, and have until December 8, 2021 at 12:00 PM to claim their prizes. **Winners will be required to submit proof of current student status (such as current enrollment form, tuition bill, or student ID with date) to the AAS Secretariat.** If any prize is unclaimed by that deadline, it is revoked, and another drawing will occur

from the non-winning entries. Winner(s) will be contacted by email, via the email address(es) provided in the AAS database, and have until December 15, 2021 at 12:00PM to claim the prize. If this prize is also unclaimed, the sweepstakes is closed without a winner.

<u>PRIZE DETAILS</u>: Twenty (20) student registrations for the AAS Annual Conference in Honolulu, Hawai'i or virtually, March 24-27, 2022 (each registration is up to \$120 value).

Prizes will be awarded in the names of the Winners. All federal, state and local taxes and any other costs associated with acceptance or use of a prize are the sole responsibility of the Winner. Decisions of the Sponsor and Administrator are final in all respects of the Sweepstakes. All prizes awarded are subject to verification of eligibility and compliance with these Official Rules.

<u>PRIZE AWARDING</u>: No cash awards or prize substitutions are permitted. Potential winners will be notified by email. Prize winners will be required to provide a valid email address, as applicable, and may be required to sign an affidavit of eligibility, liability release and where legal, a publicity release (collectively, the "Affidavit"), and return same, properly executed, within seven (7) days of issuance of notification. If a first potential winner does not respond by the stated dates; is ineligible according to these Official Rules; if a prize or prize notification is returned as undeliverable; a potential winner decides to decline his/her prize for any reason whatsoever, or if potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit his/her prize and the prize may be awarded to an alternate winner from among all remaining eligible entries received. Upon disqualification, no compensation will be given. Once the required information and official paperwork are received within the specified time period, verified, and receive final approval by Sweepstakes Entities, then and only then will a potential Sweepstakes winner become an actual winner. Prize winner will be notified immediately after the drawing and will be fulfilled by the dates listed, when the winner(s) accepts the prize.

5. CONDITIONS OF ENTRY: Proof of transmission of completed entry form does not constitute proof of actual receipt by Sponsor of an entry for purposes of this Sweepstakes. Sweepstakes Entities are not responsible for incorrect or inaccurate transcription of entry information, or for any human or printing error in these rules or any promotional materials, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Web site, or any other error or malfunction, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Sweepstakes, or for late, lost, stolen, illegible or misdirected entries. Entry materials that have been tampered with or altered are void. If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Sweepstakes, or if any difficulties compromise the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Sponsor reserves the right to void any entries at issue and/or to suspend, modify or cancel, or terminate this Sweepstakes, in whole or in part, at any time without notice and award the prizes in a random drawing from among all non-suspect eligible entries received as of the termination date. In case of a dispute as to the owner of an online entry, online entry will be deemed to have been submitted by the authorized account holder of the email address from which the entry is made. The authorized account holder is deemed as the natural person assigned to an email address by an Internet access provider, service provider, or other organization responsible for assigning email addresses or the domain associated with the submitted email address. In the event of war, national emergency, accident, dangerous weather conditions, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, Sponsor has the right, in its sole discretion, to terminate the Sweepstakes. Notice of such action will be posted on the AAS website. Caution: Any attempt by a participant or any other individual to deliberately damage any wireless or online service or website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an

attempt be made, the Sponsor reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law.

6. GENERAL CONDITIONS: As a condition of entry into the Sweepstakes, except where prohibited by law, each entrant by entering and each prize winner, by accepting a prize, grants to the Sponsor and its designees a perpetual, worldwide, royalty-free license and right to publicize, broadcast, display and/or otherwise use the entrant's name, the Photo, city, state and biographical material, and the information submitted by entrants in the Online Entry (collectively, "Licensed Rights"), in any media now known or hereafter devised throughout the world in perpetuity, without additional review, compensation, permission or approval. All copyright, trademark or other intellectual property rights in such promotions shall be owned by Sponsor or its licensors and winning participants hereby disclaim and waive any claim of right to such Promotions. Such Promotions shall be solely under control of Sponsor or its licensors, and winning recipients hereby waive any claim of control over the Promotions content as well as any possible claims of misuse of winning recipient's name under contract, tort or any other theory of law. Entrants indemnify, release and hold harmless Sweepstakes Entities from losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession of the prize resulting from participating in this Sweepstakes. Entrant acknowledges and agrees that Sponsor has not arranged for nor carries any insurance of any kind for the benefit of Entrant or that of Entrant's heirs, executors and administrators relative to Entrant's use of the prize awarded to Entrant; and that Entrant is solely responsible for obtaining and paying for any life, accident, automobile, property or other insurance relative to the prize awarded to Entrant. Entrant hereby acknowledges that Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize provider that may be sent along with a prize.

7. **DISPUTES:** This Sweepstakes is conducted in English. Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with this promotion, shall be governed by, and construed in accordance with, the laws of Michigan, without giving effect to any choice of law or conflict of law rules (whether of Michigan, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than in Illinois.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**8. WHO WON:** The name of the prize winners will be announced on the AAS website at the #AsiaNow blog, AAS Facebook page, and/or AAS Twitter page. By submitting an entry, winner grants approval to publicly announce their name on the AAS public websites.

**9. SPONSOR:** Association for Asian Studies, 825 Victors Way, Suite 310, Ann Arbor MI 48108.

**10. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.